

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRIVECAM, INC.		08/19/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	2030 MAIN STREET, SUITE 900		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	78965559	DRIVECAM	
Serial Number:	78965527	DRIVECAM	
Serial Number:	78965514	DRIVECAM	
Serial Number:	78965479	DRIVECAM	
Serial Number:	78965459	DRIVECAM TAKING RISK OUT OF DRIVING	
Serial Number:	78965426	DRIVECAM TAKING RISK OUT OF DRIVING	
Serial Number:	78965084	DRIVECAM	
Serial Number:	77292164	RISKPREDICT	
Serial Number:	77292130	RISKPREDICT	
Serial Number:	77292152	RISKPREDICT	
Serial Number:	77292144	RISKPREDICT	
Serial Number:	75823715	HINDSIGHT 20/20	
Serial Number:	75762113	DRIVECAM	
Serial Number:	75762111	I DRIVECAM	

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TRADEMARK
REEL: 004048 FRAME: 0580

CORRESPONDENCE DATA

Fax Number: (858)638-5033

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8586386733

Email: karen.johanson@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 4365 EXECUTIVE DRIVE, SUITE 1100

Address Line 2: ATTN: KAREN JOHANSON

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

363363-13

NAME OF SUBMITTER:

Troy Zander

Signature:

/Troy Zander/

Date:

08/19/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 19, 2009 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and DRIVECAM, INC., a Delaware corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8911 Balboa Ave.
San Diego, CA 92123

Attn: Chief Executive Officer

DRIVECAM, INC.

By:  Brandon Nixon

Title: Chief Executive Officer

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

Address of Bank:

2030 Main Street, Suite 900
Irvine, CA 92614

Attn: Senior Vice President

By: 

Title: Senior Vice President

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ANY

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. DriveCam Taking Risk Out of Driving	TX0006880704	10/9/08
2. DriveCam Taking Risk Out of Driving	TX0006882933	10/17/08
3. Driver Risk Management Service Offering and Deployment Discussion August 2007	TX0006828329	9/11/07

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
1. System and method for taking risk out of driving	11382222	5/8/06
2. System and Method for Reducing Driving Risk with Foresight	11382239	5/8/06
3. System and method for reducing driving risk with hindsight	11382325	5/9/06
4. System and method for reducing driving risk with insight	11382328	5/9/06
5. Data transfer system and method	11465765	8/18/06
6. Multiple image source processing apparatus and method	11467486	8/25/06
7. System and method for identifying non-event profiles	11467694	8/28/06
8. System and method for selective review of event data	11566424	12/4/06
9. System and method for multi-event capture	11566539	12/4/06
10. Vehicle data recorder	6389340	5/14/02
11. Vehicle operator performance monitor with enhanced data retrieval capabilities	6405112	6/11/02
12. Vehicle operator performance recorder triggered by detection of external waves	6449540	9/10/02
13. Vehicle event data recorder including validation of output	6718239	4/6/04
14. System and method for wireless delivery of event data	7536457	5/19/09
15. Method and system for tuning the effect of vehicle characteristics on risk prediction	12359787	1/26/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. DRIVECAM	78965559	8/31/06
2. DRIVECAM	78965527	8/31/06
3. DRIVECAM	78965514	8/31/06
4. DRIVECAM	78965479	8/31/06
5. DRIVECAM TAKING RISK OUT OF DRIVING	78965459	8/31/06
6. DRIVECAM TAKING RISK OUT OF DRIVING	78965426	8/31/06
7. DRIVECAM	78965084	8/31/06
8. RISKPREDICT	77292164	9/28/07
9. RISKPREDICT	77292130	9/28/07
10. RISKPREDICT	77292152	9/28/07
11. RISKPREDICT	77292144	9/28/07
12. HINDSIGHT 20/20	75823715	10/15/99
13. DRIVECAM	75762113	7/28/99
14. DRIVECAM	75762111	7/28/99